

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BALVINDER SINGH,

Plaintiff,

-against-

SHARIFF CONSTRUCTION,

Defendant.

07CV5545 (SAS)

ECF Case

**PLAINTIFF'S APPLICATION FOR
DEFAULT JUDGMENT**

Plaintiff Balvinder Singh respectfully requests the entry of default of the Defendant **SHARIFF CONSTRUCTION** pursuant to Rule 55(a) of the Federal Rules of Civil Procedure for failure to plead or otherwise defend the above-captioned matter as fully appears from the Court file herein and from the attached Declaration of Tushar J. Sheth. Plaintiff seeks judgment against Defendant in the amount of \$21,310.77.

Dated: New York, New York
March 28, 2008

**ASIAN AMERICAN LEGAL DEFENSE
AND EDUCATION FUND**

/s/ Tushar J. Sheth

Tushar J. Sheth
99 Hudson Street, 12th Floor
New York, New York 10013
212-966-5932

Attorneys for Plaintiff Balvinder Singh

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BALVINDER SINGH,

Plaintiff,

-against-

SHARIFF CONSTRUCTION,

Defendant.

07CV5545 (SAS)

ECF Case

**DECLARATION OF TUSHAR J. SHETH
IN SUPPORT OF PLAINTIFF'S
APPLICATION FOR DEFAULT
JUDGMENT**

TUSHAR J. SHETH hereby declares as follows:

1. I am a Staff Attorney at the Asian American Legal Defense and Education Fund, counsel for Plaintiff Balvinder Singh in this action. I am familiar with all the facts and circumstances in this action.

2. I submit this declaration in support of Plaintiff Balvinder Singh's application for default judgment against Defendant Shariff Construction pursuant to Rules 54(b) and 55(b) of the Federal Rules of Civil Procedure, Rule 55.2 of the Local Rules of the Southern District of New York, and the Individual Practices of Hon. Shira A. Scheindlin.

3. This is an action under the Fair Labor Standards Act and New York Labor Law and for breach of contract brought by Plaintiff to recover unpaid wages due to him. Plaintiff Balvinder Singh was hired by Defendant Shariff Construction, a construction contracting company, to perform construction work at a residential building located at 644 Riverside Drive, New York, New York. Defendant promised to pay Plaintiff \$15,427.00 to perform steam cleaning, pointing, and rooting tasks at the building. Plaintiff worked for Defendant at the building from approximately November 14, 2005 until he completed the project on or about the end of December 2005. During this time, Plaintiff worked six days per week, eight hours per day, including a one hour lunch break. On the sixth day of each week, Plaintiff

was required to pay the supervisor at the construction site \$50.00. Plaintiff additionally paid for the costs of the materials used on the project for which he has not been reimbursed. Despite completing the work for which he was hired, Plaintiff was paid only \$1500.00 of the \$15,427.00 that Defendant promised to pay him. Plaintiff commenced this action on June 11, 2007 to recover: the remaining wages due to him; the \$50.00 weekly fee paid to the site supervisor; the cost of materials purchased by Plaintiff; and liquidated damages under the federal and state labor laws. Plaintiff seeks a judgment against Defendant in the amount of \$21,310.77.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. s 1331 as Plaintiff's claims under the Fair Labor Standards Act present a federal question. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 29 U.S.C. s 216(b) as they arise from the same facts as Plaintiff's federal claims.

5. This Court has personal jurisdiction over Defendant Shariff Construction, a New York corporation located at 264 Marlborough Road, Suite 3R, Brooklyn, New York 11226. Upon information and belief, Shariff Construction has gross sales of over \$500,000 and uses goods produced in interstate commerce.

6. Defendant, a New York corporation, is not an infant or an incompetent.

7. Attached hereto as Exhibit A is an original Notation of Default, entered by the Clerk of the Court on November 9, 2007.

8. This action was commenced on June 11, 2007 by the filing of the Complaint, attached hereto as Exhibit B.

9. On the same day, a Summons was issued against the Defendant. *See* Summons, attached hereto as Exhibit C.

10. The Summons and Complaint were served on Defendant Shariff Construction on July 30, 2007 by service upon the New York Secretary of State. A true copy of the Affidavit of Service is annexed here as Exhibit D.

11. The time for Defendant Shariff Construction to appear or otherwise respond to the Complaint of the Plaintiff has expired and Defendant is now in default of appearance pursuant to Rule 55(a) of the Federal Rules of Civil Procedure.

12. Attached hereto as Exhibit E are true and correct copies of receipts for materials purchased by Plaintiff that were used on the construction project.

13. Attached hereto as Exhibit F are true and correct copies of Plaintiff's records of the square feet of building area on which he performed steam cleaning, pointing, and rooting work.

14. Attached hereto as Exhibit G is a table showing the calculations made in arriving at the judgment amount of \$21,310.77. No part of the judgment being sought has been paid.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING ARE TRUE AND CORRECT.
EXECUTED ON 3/28/08.

/s/ Tushar J. Sheth
Tushar J. Sheth

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BALVINDER SINGH,

Plaintiff,

-against-

SHARIFF CONSTRUCTION,

Defendant.

07CV5545 (SAS)

ECF Case

NOTATION OF DEFAULT

I, J. Michael McMahon, Clerk of the Court of the United States District Court for the Southern District of New York, do hereby certify that the Defendant **SHARIFF CONSTRUCTION** has not filed an answer or otherwise moved with respect to the Complaint herein. The default of the Defendant **SHARIFF CONSTRUCTION** is hereby noted pursuant to Rule 55(a) of the Federal Rules of Civil Procedure.

Dated: New York, New York

~~October 29, 2007~~

Nov 9, 2007

J. MICHAEL McMAHON
Clerk of the Court

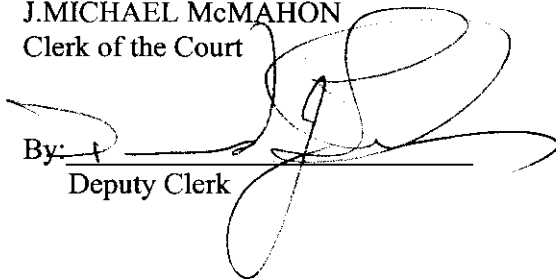
By: 
Deputy Clerk

EXHIBIT B

JUDGE SCHEINDLIN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
BALVINDER SINGH,

Plaintiff,

-against-

SHARIFF CONSTRUCTION,

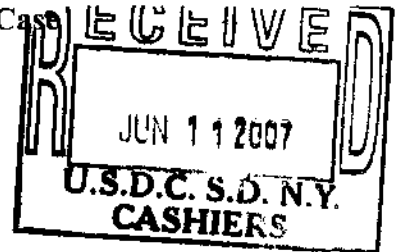
Defendant.
-----X

07 CIV 5545

___ Civ. ___

COMPLAINT

ECF Case



Plaintiff Balvinder Singh ("Mr. Singh" or "Plaintiff"), by his attorneys the Asian American Legal Defense and Education Fund, for his Complaint alleges as follows:

PRELIMINARY STATEMENT

1. This is a complaint to address labor law violations perpetrated by Defendant against Plaintiff Balvinder Singh.
2. Plaintiff Singh worked as a construction worker for Defendant Shariff Construction.
3. In violation of the employment contract between Plaintiff and Defendants and additionally, federal and New York State labor laws, Defendants failed to pay the wages promised to Mr. Singh for his work.
4. Plaintiff Singh now brings this actions under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, New York Labor Law §§ 190 *et seq.* and 650 *et seq.*, and for breach of contract to recover the wages that he is owed.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b). This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

6. Venue is proper pursuant to 28 U.S.C. § 1391(b), as the events giving rise to this action occurred within this District.

PARTIES

Plaintiff

7. Plaintiff Balvinder Singh was employed by Defendant Shariff Construction as a construction worker from on or about November 14, 2005 to on or about the end of December 2005.

8. At all times relevant to this action, Mr. Singh was Defendant Shariff Construction's employee within the meaning of the Fair Labor Standards Act and New York Labor Law.

9. Mr. Singh is a resident of Queens, New York.

Defendants

10. Defendant Shariff Construction is a New York corporation located at 264 Marlborough Road, Suite 3R, Brooklyn, NY 11226. Shariff Construction is a construction contracting company, and at all times relevant to this action, was Mr. Singh's employer within the meaning of the Fair Labor Standards Act and New York Labor Law. On information and belief, Shariff Construction has gross sales of over \$500,000 a year and uses goods produced in interstate commerce.

STATEMENT OF FACTS

11. In approximately November 2005, Plaintiff Mr. Singh was offered a construction job with Defendant Shariff Construction to perform work at a residential building located at 644 Riverside Drive, New York, New York. In exchange for Mr. Singh's work, Defendants promised to pay an amount of \$15,427.

12. Mr. Singh accepted Defendants offer of employment and began working for Defendant Shariff Construction on or about November 14, 2005.

13. As a construction worker for Defendant Shariff Construction, Mr. Singh performed steam cleaning, pointing, and rooting at the construction project at 644 Riverside Drive.

14. During the course of his employment with Defendant Shariff Construction, Mr. Singh worked six days per week from approximately 8:00 a.m. until approximately 5:00 p.m. with a one hour lunch break. On the sixth day each week, Mr. Singh was required to give the supervisor at the construction site \$50.

15. Mr. Singh completed the work at 644 Riverside Drive promised under the employment contract with Shariff Construction in or about the end of December 2005.

16. Despite completing the work promised under the contract, Mr. Singh was paid only \$1500. This amount is well below the wage promised to him by Defendant as a part of the employment contract.

KNOWING AND INTENTIONAL ACTS

17. The acts alleged herein were done knowingly, intentionally, and willfully by Defendant.

FIRST CAUSE OF ACTION
(Federal Minimum Wage Violation)

1. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.
2. Defendant Shariff Construction was Mr. Singh's employer and Mr. Singh was an employee of Defendant as defined under 29 U.S.C. § 203(d) and (e)(1).
3. Defendant employed Mr. Singh as defined under 29 U.S.C. § 203(g).
4. At all times relevant to this action, the federal minimum wage was \$5.15 per hour, as codified by 29 U.S.C. § 206(a)(1).
5. Defendant willfully failed to pay Mr. Singh at the federal minimum wage rate for each day that he was employed.
6. Defendant's knowing and deliberate acts are in direct contravention of 29 U.S.C. § 206(a)(1) and are actionable under 29 U.S.C. § 216(b).
7. As a result of the foregoing, Mr. Singh is owed damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION
(Federal Overtime Wage Violation)

8. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.
9. While employed by Defendant, Mr. Singh frequently worked more than forty hours in a week.

10. Defendant willfully failed to compensate Mr. Singh at overtime rates as required by federal law for any hours he worked over forty in a single week.

11. Defendant's knowing and deliberate acts are in direct contravention of 29 U.S.C. § 207(a)(1) and are actionable under 29 U.S.C. § 216(b).

12. As a result of the foregoing, Mr. Singh is owed damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION
(New York State Unpaid Wages)

13. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.

14. Defendant's willful failure to pay Plaintiff the wages promised to him is a violation of N.Y. Labor Law § 191(1)(a) and is actionable under N.Y. Labor Law § 198.

15. As a result of the foregoing, Mr. Singh is owed damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
(Breach of Contract)

16. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.

17. Defendant entered into an employment contract with Plaintiff Singh to pay him a \$15,427 to perform construction work at 644 Riverside Drive.

18. Plaintiff Singh worked as a construction worker for Defendant from on or about November 14, 2005 until approximately the end of December 2005.

19. Plaintiff Singh completed the work he promised under the employment contract with Defendant.

20. Defendant failed to pay Mr. Singh for his work as promised under the contract.

21. As a result, Defendant breached the employment contract with Plaintiff Singh.

22. As a result of the foregoing, Mr. Singh is owed damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
(New York State Minimum Wage Violation)

23. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.

24. At all times relevant to this action, Mr. Singh was an employee of Defendant and Defendant was Mr. Singh's employer as defined by N.Y. Lab. Law § 651(5) and (6).

25. Defendant failed to pay Mr. Singh the New York State minimum wage rate in effect during the time Mr. Singh was employed by Defendant.

26. Defendant's knowing and deliberate acts constitute a violation of N.Y. Lab. Law § 650 *et seq.*

27. As a result of the foregoing, Mr. Singh is owed damages in amount to be determined at trial.

SIXTH CAUSE OF ACTION
(State Overtime Wage Violation)

28. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.

29. While employed by Defendant, Mr. Singh frequently worked more than forty hours in a week.

30. Defendant did not compensate Mr. Singh at overtime rates as required by New York State law for any hours he worked over forty in a single week.

31. Defendant's knowing and deliberate acts are in direct contravention of N.Y. Lab. Law § 650 *et seq.* and N.Y. Comp. Codes R. & Regs. tit. 12 § 142-2.2.

32. As a result of the foregoing, Mr. Singh is owed damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
(Quantum Meruit)

33. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.

34. Mr. Singh conferred the performance of his valuable services to Defendant in good faith and with the expectation of compensation.

35. Defendant accepted the benefit of Mr. Singh's services and failed to fully compensate him for his work.

36. As a result of the foregoing, Mr. Singh is owed damages in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
(Unjust Enrichment)

37. Plaintiff incorporates all of the allegations in the preceding paragraphs as if fully set forth herein.

38. Mr. Singh has performed a significant amount of work for which he has not been paid.

39. Defendant was unjustly enriched at Mr. Singh's expense by accepting the benefit of his labor and failing to pay him the money he earned for his work, which resulted in the deliberate and intentional exploitation of Mr. Singh.

40. The circumstances were such that equity and good conscience require Defendant to pay Mr. Singh for the time that he worked.

41. As a result of the foregoing, Mr. Singh is owed damages in an amount to be determined at trial.

PRAYER FOR RELIEF

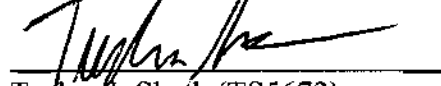
WHEREFORE, Plaintiff Balvinder Singh seeks judgment as follows:

That judgment be entered for Mr. Singh against Defendant Shariff Construction for:

- (a) unpaid wages;
- (b) liquidated damages;
- (c) prejudgment interest;
- (d) costs and attorney's fees; and
- (e) such other relief that the Court deems just and proper.

Dated: New York, New York
June 11, 2007

ASIAN AMERICAN LEGAL DEFENSE
AND EDUCATION FUND

A handwritten signature in black ink, appearing to read 'Tushar J. Sheth', is written over a horizontal line.

Tushar J. Sheth (TS5672)
99 Hudson Street, 12th Floor
New York, New York 10013
212-966-5932

Attorneys for Plaintiff Balvinder Singh

EXHIBIT C

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

BALVINDER SINGH

SUMMONS IN A CIVIL ACTION

V.

SHARIFF CONSTRUCTION

CASE NUMBER

07 CIV 5545

JUDGE SCHEINDLIN

TO: (Name and address of Defendant)

SHARIFF CONSTRUCTION

264 Marlborough Road, Suite 3R
Brooklyn NY 11226

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

JUN 11 2007

CLERK

Mario Quintero

DATE

(By) DEPUTY CLERK

AO 440 (Rev. 8/01) Summons in a Civil Action

| RETURN OF SERVICE | | |
|---|----------|--------------|
| Service of the Summons and complaint was made by me ⁽¹⁾ | DATE | |
| NAME OF SERVER (<i>PRINT</i>) | TITLE | |
| <i>Check one box below to indicate appropriate method of service</i> | | |
| <input type="checkbox"/> Served personally upon the defendant. Place where served: <input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: <input type="checkbox"/> Returned unexecuted: <input type="checkbox"/> Other (specify): | | |
| STATEMENT OF SERVICE FEES | | |
| TRAVEL | SERVICES | TOTAL \$0.00 |
| DECLARATION OF SERVER | | |
| <p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____ Date _____ Signature of Server _____</p> <p style="text-align: center;">_____ Address of Server</p> | | |

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

EXHIBIT D

UNITED STATES DISTRICT COURT/SOUTHERN DISTRICT OF NEW YORK Attorney: ASIAN AMERICAN LEGAL
DEFENSE AND EDUCATION
FUND

BALVINDER SINGH

Plaintiff(s)

Index # 07 CIV 5545 (SCHEINDLIN)

- against -

Purchased June 11, 2007

SHARIFF CONSTRUCTION

Defendant(s)

AFFIDAVIT OF SERVICE

STATE OF NEW YORK: COUNTY OF NEW YORK ss:

STEVEN C. AVERY BEING DULY SWORN DEPOSES AND SAYS DEPONENT IS NOT A PARTY TO THIS ACTION, OVER THE AGE OF EIGHTEEN YEARS AND RESIDES IN THE STATE OF NEW YORK.

That on July 30, 2007 at 11:15 AM at

SECRETARY OF STATE
ALBANY, NY

deponent served the within SUMMONS AND COMPLAINT on SHARIFF CONSTRUCTION CORP. S/H/A SHARIFF CONSTRUCTION therein named.

SECRETARY OF STATE a Domestic corporation by delivering two true copies to CAROL VOGT, LEGAL CLERK personally, deponent knew said corporation so served to be the corporation described in said summons as said Defendant and knew said individual to be AUTHORIZED to accept thereof.

Service upon the N.Y.S. Secretary of State under Section 306 of the Business Corporation Law and tendering the required fee.

Deponent further states that he describes the person actually served as follows:

| Sex | Skin Color | Hair Color | Age (Approx.) | Height (Approx.) | Weight (Approx.) |
|--------|------------|------------|---------------|------------------|------------------|
| FEMALE | WHITE | BLACK | 45 | 5'4 | 140 |

That at the time of such service deponent knew the person so served as aforesaid to be the same person mentioned and described as the Defendant in this action.

Sworn to me on: July 31, 2007

JOEL GRABER
Notary Public, State of New York
No. 02GR4699723
Qualified in New York County
Comm. Expires February 10, 2010

MICHAEL SMITH
Notary Public, State of New York
No. 01SM4997428
Qualified in New York County
Comm. Expires June 8, 2010

JONATHAN GRABER
Notary Public, State of New York
No. 01GR6156780
Qualified in New York County
Comm. Expires December 4, 2010

STEVEN C. AVERY

Invoice #: 442764

UNITED PROCESS SERVICE, INC., 3RD FLOOR, 315 BROADWAY, NEW YORK, NY 10007 - (212) 619-0728

EXHIBIT E

SAFETY ZONE
84-18 ASTORIA BLVD
EAST ELMHURST, NY 11370
(718)446-4005

C O P Y
12/02/2005 10:27 12
Sale:

Transaction # 1
Card Type: VISA
Acc: *****0905
Entry: Swiped
Total: 32.51
Reference No.: 0001
Auth. Code: 36396A
Response: AP

CUSTOMER COPY

Thank you

DIRECT SAFETY ZONE INC
SAFETY HATS GLOVES VESTS
MASKS WORK BOOTS ETC
84-18 ASTORIA BLVD
EAST ELMHURST NY 11370
(718)446-4005

12/02/2005 8:55AM 0001
000000#0006

COPY

HARDWARE \$30.00
MOOSE ST \$30.00
TAXI \$2.51

CASH \$32.51

UNITED HARDWARE &
BUILDING SUPPLY
101 JAMAICA AVENUE
RICHMOND HILL, NY 11418
(718) 846-5700

C O P Y
11/2/2005 08:41
Sale:

Transaction # 1
Card Type: MasterCard
Acc: *****3829
Entry: Swiped
Sale: 32.57
Reference No.: 00000001
Auth. Code: 091438
Response: APPROVED

THANK YOU
HAVE A NICE DAY

CENTER HARDWARE
1900 AMSTERDAM AVE
NEW YORK, NY 10032

TERMINAL I.D.: 007369747
MERCHANT #: 451218188995

VISA #XXXXXXXXXXXX6965

SALE
BATCH: 000214 INVOICE: 014435
DATE: NOV 28, 05 TIME: 18:25
SQ: 001 AUTH NO: 363220

TOTAL \$29.74

CUSTOMER COPY

TERMINAL I.D.:

003500

MERCHANT #:

MASTERCARD
*****0936
SALE
BATCH: 0000
DATE: NOV 28, 05
REF: 00000001

INVOICE: 155428
TIME: 08:50
AUTH NO: 004000

TOTAL \$227.59

SALVINDER SIM

CUSTOMER COPY

SAFETY ZONE INC.
SAFETY HATS GLOVES VESTS
MASKS WORK BOOTS ETC
84-18 ASTORIA BLVD
EAST ELMHURST NY 11370
(718)446-4005

11/15/2005 8:19AM 0001
000000#0006

PRODUCT \$150.00
VES \$130.00
OF ST \$210.00
TAX \$17.59

CASH \$227.59

Auth Code: 052475
Respon: AUTH/TKT 052475
Merchant number ***45584

CUSTOMER COPY

L & B BUILDING SUPPLY
 CONCRETE LINE BUILDING MATERIALS & EQUIPMENT RENTAL

148-27 94th Avenue, Jamaica, NY 11435
 TEL (718) 857-9500 • FAX (718) 857-9588

All major credit cards accepted

CUSTOMER NAME: SHAW CONCRETE

DATE: 11/22/2005

| BOOK BY | CASE | C.O.D. | CHARGE | NO. ACCT | MOSE RETD. | DATE OF |
|---------|----------|--------|--------|----------|------------|---------|
| 4 | FOX BLDG | | | | | |
| 5 | TYRO HO | | | | | |
| 6 | BROOK | | | | | |

IV

15% DISCOUNT

I. & B SCAFFOLDING INC
 148-25 94TH AVE
 JAMAICA, NY 11435
 718-523-3700

COPY

11/22/2005 09:52:45

Sale:

Transaction # 1
 Card Type: MasterCard
 Acc: *****3829
 Entry: Swiped
 Invoice # 264
 Total: 91.03

Device ID: 6584
 Reference No.:
 MPL04I7C21122

Auth. Code: 024107
 Respon. AUTH/TKT 024107
 Merchant number ***45584

CUSTOMER COPY

EXHIBIT F

$$\begin{array}{r} 46987 \\ \hline 867 \end{array}$$

$$\begin{array}{r} 743 + 4 + 3 \\ 30 - 3 \times 5 \end{array}$$

$$\begin{array}{r} 743 \\ 700 \\ \hline 43 \end{array}$$

$$\begin{array}{r} 30 \times 30 \\ 30 \times 30 \end{array}$$

$$\begin{array}{r} 467 \\ \hline 336 \end{array}$$

$$\begin{array}{r} 743 + 4 + 3 \\ 30 - 3 \times 5 \end{array}$$

$$\begin{array}{r} 743 \\ 700 \\ \hline 43 \end{array}$$

$$\begin{array}{r} 30 \times 30 \\ 30 \times 30 \end{array}$$

$$\begin{array}{r} 434 \\ \hline 43 \end{array}$$

$$\begin{array}{r} 743 + 4 + 3 \\ 30 - 3 \times 5 \end{array}$$

$$\begin{array}{r} 743 \\ 700 \\ \hline 43 \end{array}$$

$$\begin{array}{r} 30 \times 30 \\ 30 \times 30 \end{array}$$

of side

oot side

$$18\frac{1}{2} - 28 = \cancel{58} 1518$$

$$7 \times 4 = 3 = \begin{array}{r} 84 \\ \hline 434 \end{array}$$

$$138 \times 32 \times 4416 - 4476$$

$$\begin{array}{r} 924 \\ \hline \end{array}$$

$$7 \times 7 = 19 \quad 588 \quad \begin{array}{r} 3192 \\ \hline \end{array}$$

$$7 \times 4 = 12 \quad 336$$

$$\begin{array}{r} 924 \\ \hline \end{array}$$

$$30 \times 30 \quad 900$$

$$\begin{array}{r} - 192 \\ \hline 708 \end{array}$$

$$7 \times 4 \times 3 \quad 84$$

$$2 \times 5 \times 3 = 30$$

$$7 + 4 + 3 \quad 84$$

$$\begin{array}{r} 298 \\ \hline \end{array}$$

$$\begin{array}{r} 4628370 \\ \hline \end{array}$$

1855 28

7x4-3

19x146-11

7x4=24

32+146*1144

4x7=3

2x5=19

12x5=12

3x7 12

3x7 12

8

3368

32+146-8

7x7x12

4x7x12

30x30

7x4-3

2x5-3

6

32 b-11-~~4~~
19 b-11-7
15-X-55+7x6¹/₂
4 b 7

19+14d-11

19+14d-11

4 b 7 = 102

EXHIBIT G

Plaintiff Balvinder Singh's Calculation of Damages

I. Calculation of Wage Owed

| | |
|------------------------|--------------------|
| Total Wage Promised | \$15,427.00 |
| Total Wage Paid | \$1,500.00 |
| TOTAL WAGE OWED | \$13,927.00 |

II. Calculations of Unlawful Deductions Owed

A. Weekly Fee Paid to Building Superintendent

| Time Period | Total Weeks Worked | Weekly Fee Paid | TOTAL WEEKLY FEE OWED |
|-------------|--------------------------|--------------------|-----------------------------|
| 11/14/2005 | | | |
| 12/31/2005 | 6.71 | \$50.00 | \$335.50 |

B. Materials Cost

TOTAL
MATERIALS
COSTS
OWED

\$554.34

TOTAL UNLAWFUL DEDUCTIONS OWED \$889.84

III. LIQUIDATED DAMAGES**A. Federal Liquidated Damages**

| Time Period | Total Weeks Worked | Days Per Week Worked | Total Days Worked | Total Wage Promised | Daily Wage Promised | Total Wage Paid | Total Unlawful Deductions | Net Wage Paid | Total Days Paid | Total Days Unpaid | Hours Worked Per Day | Federal Minimum Wage Rate |
|-----------------------------|---|----------------------|-------------------|---------------------|---------------------|-----------------|---------------------------|---------------|-----------------|-------------------|----------------------|---------------------------|
| 11/14/2005 | | | | | | | | | | | | |
| 12/31/2005 | 6.71 | 6 | 40.29 | \$15,427.00 | \$382.94 | \$1,500.00 | \$889.84 | \$610.16 | 1.59 | 38.69 | 7.00 | \$5.15 |
| Unpaid Federal Minimum Wage | TOTAL FEDERAL LIQUIDATED DAMAGES (100% of federal wages owed) | | | | | | | | | | | |
| \$1,394.86 | \$1,394.86 | | | | | | | | | | | |

B. State Liquidated Damages

| Total Wage Promised | Total Wage Paid | Total Unlawful Deductions | Total Unpaid State Wages | TOTAL STATE LIQUIDATED DAMAGES (25% of stated wages owed) |
|---------------------|-----------------|---------------------------|--------------------------|---|
| \$15,427.00 | \$1,500.00 | \$889.84 | \$14,816.84 | \$3,704.21 |

TOTAL LIQUIDATED DAMAGES OWED \$5,099.07

TOTAL DAMAGES OWED \$21,310.77